

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| | | |
|-----------------------------------|---|--------------|
| TOTAL VIDEO PRODUCTS, INC. | : | |
| 414 Southgate Court | : | CIVIL ACTION |
| Mickleton, New Jersey 08056, | : | |
| | : | |
| Plaintiff | : | NO. |
| | : | |
| v. | : | |
| | : | |
| EDUCATIONAL COMMISSION FOR | : | |
| FOREIGN MEDICAL GRADUATES | : | |
| 3624 Market Street | : | |
| Philadelphia, Pennsylvania 19104, | : | |
| | : | |
| Defendant. | : | |

COMPLAINT

Plaintiff Total Video Products, Inc. hereby asserts this Complaint against Defendant Educational Commission for Foreign Medical Graduates, and in support thereof states as follows:

I. PARTIES

1. Plaintiff Total Video Products, Inc. (hereinafter "TVP") is a corporation organized and existing under the laws of the State of New Jersey, with a principal place of business at 414 Southgate Court, Mickleton, New Jersey 08056.

2. Defendant Educational Commission for Foreign Medical Graduates (hereinafter "ECFMG") is a business entity operating and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 3624 Market Street, Philadelphia, Pennsylvania 19104.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332, inasmuch as the parties are citizens of different states, Plaintiff is incorporated in New Jersey and Defendant ECFMG is a Pennsylvania business entity. Further, the amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

4. Venue is proper in the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. §1391(a)(1) and (c) because Defendant ECFMG maintains its principal place of business in this District and the events and/or omissions giving rise to Plaintiff's claims occurred in the Eastern District of Pennsylvania.

III. FACTUAL BACKGROUND

5. Plaintiff TVP is in the business of designing, engineering, installing and servicing audio visual and video systems.

6. Defendant ECFMG provides education and testing of graduates of foreign medical schools for licensure in the United States.

7. In 2011, Defendant ECFMG requested that Plaintiff TVP sell, install, program and service an audio visual and video system in the exam, phone and training rooms at ECFMG's facility at 3700 Market Street, Philadelphia, Pennsylvania.

8. On or about December 7, 2011, Plaintiff TVP submitted a proposal for the audio visual work requested by Defendant ECFMG.

9. Thereafter, the parties engaged in discussions regarding the scope of Plaintiff TVP's work and the specifications.

10. On January 4, 2012, Plaintiff TVP submitted a revised proposal to sell, install, program and service an audio visual and video system in the exam, phone and training rooms at ECFMG's facility (hereinafter "Proposal"). A true and correct copy of Plaintiff TVP's Proposal is attached hereto, incorporated herein and marked as Exhibit "A".

11. On January 10, 2012, Defendant ECFMG accepted Plaintiff TVP's Proposal and the terms contained therein by issuing Purchase Order No. 06501 in the amount of \$1,838,655.46. A true and correct copy of Defendant ECFMG's Purchase Order is attached hereto, incorporated herein and marked as Exhibit "B".

12. Plaintiff TVP's Proposal and Defendant ECFMG's Purchase Order constitute and comprise the Contract between the parties.

13. The Contract price was subsequently adjusted by the parties as a result of a number of approved change orders to the amount of \$1,765,817.05.

14. Plaintiff TVP supplied all equipment and completed all work required by the Contract in accordance with the terms and conditions of the Contract.

15. On November 27, 2012, Plaintiff TVP issued Invoice No. 108757 to Defendant ECFMG detailing work performed, contract adjustments and the balance due of \$1,765,817.05. A true and correct copy of Invoice No. 108757 is attached hereto, incorporated herein and marked as Exhibit "C".

16. Plaintiff TVP's Invoice requires payment within 30 days and imposes a finance charge of 1 ½% per month on all past due amounts. *See* Exh. C.

17. Defendant ECFMG made five payments under the Contract to Plaintiff TVP, totaling \$1,678,987.32.

18. However, Defendant ECFMG failed and refused to pay Plaintiff TVP the remaining balance due on the Contract, in the amount of \$86,829.73.

19. Plaintiff TVP complied with all conditions precedent to asserting its claims against Defendant ECFMG.

COUNT I
BREACH OF CONTRACT

20. Plaintiff TVP hereby incorporates by reference paragraphs 1 through 19 above, as though fully set forth herein at length.

21. Plaintiff TVP and Defendant ECFMG are parties to a contract which comprises of TVP's Proposal and Defendant ECFMG's Purchase Order, which are attached hereto as Exhibits "A" and "B".

22. Pursuant to the Contract and the subsequent Change Orders, Defendant ECFMG agreed to pay Plaintiff TVP the sum of \$1,765,817.05 as consideration for Plaintiff TVP's sale, installation, programming and service of an audio visual and video system at Defendant ECFMG's facility in Philadelphia.

23. Plaintiff TVP performed all of its obligations under the Contract and there remain no further performance obligations on the part of Plaintiff.

24. Defendant ECFMG materially breached the terms of the Contract by refusing to pay Plaintiff TVP the full amount due and owing under the Contract.

25. As a direct and proximate result of Defendant ECFMG's breach of the Contract, Plaintiff TVP sustained damages in the amount of the contract balance of \$86,829.73 plus contractual interest at a rate of 1.5% per month.

WHEREFORE, Plaintiff Total Video Products, Inc. demands judgment in its favor and against Defendant Educational Commission for Foreign Medical Graduates for breach of contract in the amount of \$86,829.73 plus interest, attorney's fees, costs and such other relief as the Court deems appropriate.

COUNT II
QUANTUM MERUIT (In the alternative)

26. Plaintiff TVP hereby incorporates by reference paragraphs 1 through 25 of the Complaint, as though fully set forth herein at length.

27. At the request and direction of Defendant, and with Defendant's knowledge, consent, and agreement, Plaintiff TVP provided equipment, services and labor required by Defendant in connection with the audio visual upgrade of Defendant's exam, phone and training rooms.

28. Defendant ECFMG received and accepted the full value of equipment, services and labor supplied by Plaintiff TVP under the Contract.

29. Defendant ECFMG accepted the work performed by Plaintiff TVP with full knowledge that Plaintiff expected to be paid the reasonable and/or agreed upon compensation for that work.

30. The reasonable value due for the equipment, services and labor supplied by Plaintiff to Defendant ECFMG, less payments received to date, is \$86,829.73, exclusive of accrued interest, costs and attorney's fees.

31. In the alternative, and not in addition to the relief requested in Count I of this Complaint, Plaintiff TVP is entitled to recover for equipment, services and labor provided, in *quantum meruit*, the principal sum of \$86,829.73, plus accrued interest.

WHEREFORE, Plaintiff Total Video Products, Inc. demands judgment in its favor and against Defendant Educational Commission for Foreign Medical Graduates in the amount of \$86,829.73 plus interest, attorney's fees, costs and such other relief as the Court deems appropriate.

COUNT III
PENNSYLVANIA CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT
73 Pa.C.S. §501, *et seq.*

32. Plaintiff TVP hereby incorporates by reference paragraphs 1 through 31 of the Complaint as though full set forth herein at length.

33. Under CASPA, Plaintiff TVP is entitled to recover interest, costs, attorney's fees and penalties on the amounts due and owing for the equipment, services and labor provided by Plaintiff TVP to Defendant ECFMG.

34. Plaintiff TVP is a contractor that provided professional and skilled services in the improvement and alteration of Defendant ECFMG's facilities.

35. Defendant ECFMG's refusal to pay Plaintiff TVP for the equipment, services and labor which Plaintiff provided under the Contract is a breach of Defendant's duty under the Pennsylvania Contractor and Subcontractor Payment Act, 73 P.S. §501, *et seq.* ("CASPA").

36. Under CASPA, if any progress or final payment to a contractor is not paid within seven days of the due date, the owner shall pay the contractor, beginning on the eighth day, interest at the rate agreed upon per month or, in if no percentage is agreed on, the amount of one percent (1%) of the balance that is at the time due and owing. 73 P.S. §505(d).

37. Defendant ECFMG failed and refused to pay Plaintiff TVP for labor and materials which have been completed satisfactorily for more than seven days.

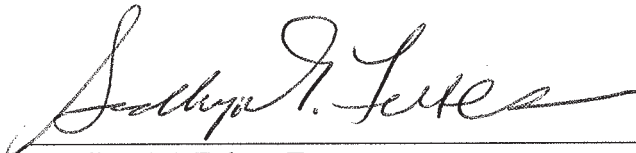
38. Defendant ECFMG does not have a reasonable or good faith basis for withholding payment to Plaintiff.

39. Since Plaintiff TVP commenced litigation to recover payment due under CASPA, the court shall award, in addition to all other damages due, a penalty equal to one percent (1%) per month of the amount that Defendant improperly withheld from Plaintiff TVP. 73 P.S. §512(a).

40. Plaintiff is also entitled to be awarded reasonable attorney's fees and expenses. 73 P.S. §512(b).

WHEREFORE, Plaintiff Total Video Products, Inc. demands judgment in its favor and against Defendant Educational Commission for Foreign Medical Graduates in the amount of \$86,829.73 plus interest, penalties, attorney's fees, costs and such other relief as the Court deems appropriate.

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

A handwritten signature in cursive script, appearing to read "Sandhya M. Feltes", is written over a horizontal line.

Sandhya M. Feltes, Esq.
Union Meeting Corporate Center
910 Harvest Drive
Blue Bell, PA 19422
(610) 941-2561
(610) 684-2011 fax
Attorney for Plaintiff Total Video Products, Inc.

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

January 04, 2012

ECFMG
Nancy Ambrose
3624 Market Street
Philadelphia, Pa 19103

RE: Revised Proposal - Philadelphia Upgrade

Dear Mrs. Ambrose

Based on the Descope Meeting held at your facility on December 7th 2011 and the subsequent Notice of Intent to Award received on December 13th 2011, Total Video Products / IP Video have revised our Scope of Work and required equipment list. Below are the major bullet points defining the requested additions with a detailed summary page showing all additional charges in each associated category. If you should have any questions regarding any of these changes please feel free to contact me directly.

1. Add: Pre-configured Master Server back up for redundancy.
The back up Master Server will be upgraded each time the Main Server is maintained. Quantity 2 – 1 per location.
\$62,500.00
2. Add: Control Licenses for the Training Rooms so that Start, Stop and Camera Position control can be preformed locally. A total of 8 licenses will be provided.
\$40,000.00
3. Add: Touch Screen Camera Control for the Control Room Operator. This will allow for a more seamless conversion by enabling identical functionality to the current AMX camera positioning. A quantity of 4 touch screen monitors will be provided.
\$4,024.00

Regards,

John McDonald
Account Manager
Total Video Products, Inc.
jmcdonald@totalvideoproducts.com
856-693-9484 mobile

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

This document is the **Scope of Work (SOW)** proposed by Total Video Products / IP Video Corporation for a video and audio recording system for ECFMG. The proposed system uses the strategy of recording a single stream of video and audio (media stream) based on the selection of one of two cameras from each room. This selection can be made on-the-fly using the Operator's Console. Media files are saved for 7 days on the system's local media server storage drives. A background process runs daily to move older files off to a large NAS facility provided by the customer. Information and meta data relating to these files is kept in the Master Control Server SQL database which permits searching and retrieval of stored media by a number of clients on the network.

The detail specifications for the software deliverables for each component program are given in the following sections.

Software will include seven (7) major components as follows:

1. Master Control Server
2. Media Viewing and Recording Server (MVRS)
3. Media Archiving Service
4. Grid View Console Application
5. Operator's Console Application
6. Playback Server Application
7. API Message Simulator

The system is a Client/Server design with all Clients operating in sessions connected to the Server.

The system is licensed by the total number of cameras connected and the number that can be simultaneously recorded.

Coding Comments

All main application coding will be done in C# using VS2010 and will be tested to operate on W2008 Server R2 and W7 Professional. The latest version of Dot Net 4.0 and MVC3 will be utilized. IIS will be used to provide web services on the Server. The Data Access Layer (DAL) will be implemented through WCF.

The system is designed to work with the Panasonic WV-SC385 PTZ camera and many characteristics of the video and audio (media) streaming and recording are constrained by the specifications of this camera.

Master Control Server

The Master Control Server (**MCS**) will be an IIS application that facilitates the administration, configuration of the system and provides for messaging between system components.

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

The Master Control Server will provide authenticated, browser-based administration and persistence (storage) of connection data for all cameras using a Microsoft SQL database. The Control Server will also provide connections for Clients enabling login and retrieval of configuration and camera access data.

The Master Control Server implements the system API required for remote control and integration, handing off commands to the specific Viewing/Recording Server that is handling the referenced camera stream for any API command.

Server Admin Pages

The following settings and logs will be provided by the Master Control Server in an ASP.NET based website running under IIS.

1. Users with credentials and profile data
2. Global system settings including local disk archive configuration
3. Registered cameras with configured properties
4. Cameras parameter choices (what stream parameters can be requested)
5. PTZ Presets for cameras.
6. Configuration of Client viewing windows (maintained by Clients)
7. Recording Log including Room data at start time of recording and all supplied meta data.

Server WCF Data Access Layer (DAL)

The Master Control Server will provide a network DAL which allows queries against an abstracted view of the SQL data tables that return or write to the desired record sets. DAL can be used to read existing records, enter new records in some tables, as well as delete or update existing records. There are also methods that cause certain non-data related actions within the Server. This interface is used in the implementation of the provided client programs and for external integration. Two-way messaging between connected clients is provided.

The DAL will be used by the Grid View Console and Operator Console clients and also as the API for external integration. Integration designs are not expected to utilize any direct connection to the SQL database. The existing system implements a control API based on RPC. The new system will implement a control API with similar functionality based on WCF. This WCF-based API will be delivered as a set of C# interface DLL's that may be embedded in the ECFMG control application. This interface will implement a secure login and session creation on the Master Control Server as well as all desired properties, events and methods.

Each pair of cameras is associated with a particular Room which can be assigned various current Meta-data. Cameras are linked in pairs to permit synchronized operations with a single command.

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

The Data Access Layer includes

1. User data
2. Camera data including room name where each is located
3. Camera parameters
4. Client configuration
5. Disk Archive settings

API Methods

The existing ECFMG system has an RPC API which implements following methods which are duplicated using the WCF mechanism. These Include:

1. Set Meta-data for next session (Room, Data) {R/W returns success/failure}
2. Insert Camera Title (Room, TitleString[20]) {W returns success/failure}
3. Set Stream parameters (Room/Camera, Fps, Res, Quality) {W returns success/failure}
4. PTZ Preset calls (Room/Camera, PresetNumber) {W returns success/failure}
5. Select camera in Room (Room/Camera) {R/W returns success/failure}
6. Start Recording (Room, StreamName, Res) {W returns success/failure}
7. Stop Recording (Room) {W returns StreamName, file size}
8. Get Current Recording Status (Room) {R returns status}
9. Delete File (StreamName) {W returns success/failure}
10. Space Remaining (Drive) {R returns space remaining on storage drive}
11. Directory (Drive) {R returns directory structure and file names}
12. Directory2 (Room) {R returns file StreamNames for this room}
13. Set/Get Delete Date (StreamName) {R/W returns success/failure}
14. FindMedia (center as string, sessionDate as date, sessionName as string, roomNumber as integer, encounterNumber as integer) as string. Return URL pointing to the video for specified parameters. Return error message if video is not found on local drive or if there is a problem.

Meta-data values [with examples] include Location Name [3700], Session Date/Time, Session Name [AM1], Room Number [integer 1-32], Encounter number [integer], Resolution [Std; High]. Meta-data is stored in the data table for recordings.

The StreamName is constructed from the related Meta-data and is returned including the complete file path. StreamNames are unique without the file path and the file path can be retrieved from the recordings table for any StreamName.

Example Directory Structure: video\2011\08-26\PH2\PM1\ which is composed of year (YYYY), month-day (mm-dd), center abbreviation, session name.

Example File Name: 1204.MOV which is composed of encounter number and room number, 2 digits for each.

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

If there is more than one machine running the Media Viewing/Recording Server (MVRS) then the configuration settings may provide static assignment of cameras to each of the MVRS instances and provide clients with the proper URI for control Methods for the desired camera. Each Camera may be preconfigured to record on a particular MVRS machine or this assignment may be automatic (if more than one MVRS is incorporated.)

Authentication Server

The Master Control Server includes the Authentication Server which handles and redirects all incoming audio/video requests to MVRS machines and monitors the status and health of the MVRS machines. The Authentication Server keeps track of the loading on the MVRS machines and directs camera media connections to balance the loads on these machines. If an MVRS machine fails, its cameras are automatically reconnected to the remaining operational machines. This action provides temporary failover protection while the failed machine is repaired and brought back on line.

When a command to record media for a particular room is received, the media stream from the associated camera(s) will be assigned to be written to a hard disk file. For the duration of the session, camera selection messages from the Operator's Console will then determine which of the two associated cameras is selected for general live view and recording.

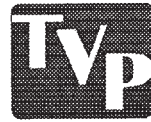
At the start of each recording session, a record is written into the master database. This record including the session ID and other meta data provided through the API as well as the path and file name for the recorded media. At the end of a session, the closing time is written into this record. This data table enables easy access to playback of the media archive based on any desired criteria. This table also provides information for the Automatic Archiving service. The MCS includes the capability to write a meta-data string of 20 characters directly into each room camera using its API.

Automatic Archiving Service

This Windows service runs continuously as a background process. It performs a scheduled daily copy of media files to the external NAS system. It also performs the daily process of deleting locally stored media files after the specified 7-day interval. Both of these processes are noted in the permanent master record for each recorded session so that information as to the location and status of each session is immediately available.

Any record may be tagged in the database with a special deletion date using the API. Once a record has been moved to the NAS, it will be marked as such in the data table and no further changes will be made. The 6 month deletion cycle will be the province of the ECFMG software.

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

Media Viewing/Recording Server

The Media Viewing/Recording Server (MVRS) will be a Windows Service that can connect to individual cameras and store their output streams to disk files. The system will utilize a single instance of the Master Control Server but one or more instances of the MVRS will be running on separate machines.

The MVRS handles the TCP G.726 audio stream and h.264 video stream connections from the cameras including provision for re-serving the selected camera stream for live viewing and listening as well as the saving, retrieving, copying and deleting of these streams to or from disk files.

The MVRS does not decode or re-encode the audio or video streams. Rather, these streams are served live as-is and recorded inside the industry-standard MOV wrapper so that convenient playback and file editing are possible. This wrapper has been tested to provide good A/V synchronization as well as being editable with standard video editing tools.

The MVRS includes a logical switch when enables choosing one of two available video streams for recording and live view while minimizing discontinuity during video stream selection transitions. Logical switching also allows arming and recording of either the 640px and/or 1280px streams.

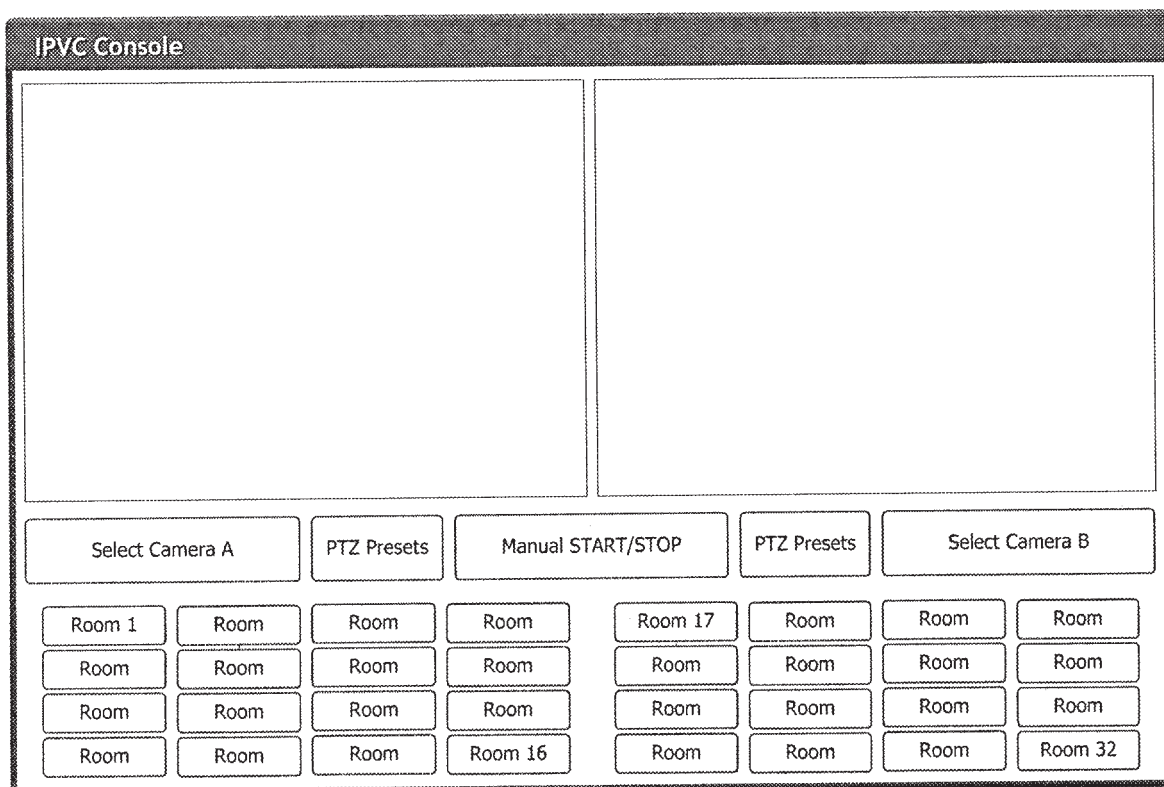
TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

Operator's Console (OC) Application Design

This client application (OC) provides a live display of the two cameras from any one room. This application is optimized for use with a touch screen monitor and will be similar in design to the existing (old) touch screen control application. The following diagram is a rough idea of the design.



The operator is presented with a list of rooms from which one can be selected. Once a room is selected, the two cameras from this room are displayed. There will be a default selection of one of these cameras at the start of each session but the operator can change this selection at any time.

The OC is the only display which shows both the selected and unselected camera simultaneously and the only place where the operator can make the selection of one of these cameras for recording and for live view on all other consoles. The program permits monitoring of sound from the selected room and presents buttons which can manually start or stop recording of the cameras for emergency use.

The Room buttons are highlighted when recording is taking place in a room (either because of the normal automated scheduler operation through the API or because of manual recording selection by the operator. A further indication is provided for the room

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

selected by the operator for immediate local control of camera selection and PTZ. All button commands are sent from the OC to the Master Control Server and then from the Master Control Server to the MVRS.

Audio Distribution and Routing

All audio streams are delivered in associated with video streams from their respective locations. All current paging and exam notices will continue to function and be controlled via the AMX control panel.

Recording Controls

In normal operation, recording sessions are armed, started and stopped by the ECFMG scheduler using the API on the Master Control Server. The ability of the OC to also start and stop recording sessions on any room is a backup facility for use in case of the failure of the automated scheduler.

As previously stated, when a recording is made, current room data is stored in the SQL based log along with Meta data and a pointer to the relevant file.

Camera Positioning

Manual PTZ control will be implementing touch screen operations on the OC.

PTZ control can also be effected by use of selectable preset positions for each camera. Choosing a particular named PTZ preset from a fly-out list will transmit the camera preset command to the selected camera.

Viewing and Control Authorization

The Master Control Server implements a tag-based access permission schema where each camera is associated with one or more viewing tags and one or more PTZ control tags. Operator logins and/or specific physical workstations are also associated with these tags. Tag matches control who can view or operate various cameras or which workstations have access. So, for example, the OC workstation can see all cameras while a workstation in a training room might be limited to a small group of cameras and a particular evaluation room might be limited to its own single pair of cameras. Authorization for manual starting and stopping of recording will be controlled by another separate set of tags.

Program Code Comments

The operator's console uses the Active-X display tool provided with the camera to render streams on-screen based on stored connection data configurations. This represents a direct connection between the OC and the pair of video cameras in the selected room. This direct connection is necessary to provide the lowest possible PTZ latency for the system operator.

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

Grid View Console (GVC) Application Design

This client application (GVC) is designed to display a fully configurable grid of live camera streams with or without a single "hotspot" that can display a larger version of one particular camera. The room displayed in this hotspot can be locally selected by clicking one of the cameras in the grid or by a message from the Master Control Server.

Each cell (other than the hotspot) in the grid will be assigned to a particular room and will always display either the default camera or the last camera selected by the OC operator.

Sound will be played for the remotely or locally selected room.

Control Room Usage

The Grid View Console will be used in the control room to provide a full time view of all operator selected cameras from all rooms. This view is provided by two program instances running on two separate computers and displayed on two large screen monitors. Each displays one half of the total active (selected) cameras in the system. Since the video feeds are derived from the MVRs servers, the selected cameras are automatically displayed. These viewing grids can indicate (based on messages from the MCS) which rooms are actually in recording sessions and which single room is currently under the operator's control.

Observation Room Usage

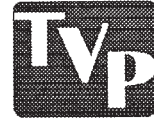
The Grid View Console will be used in the observation room to provide a full time view of a group of the operator selected cameras from all rooms. This view is provided by a single program instances running on a single workstation with desktop monitor for user operations such as choosing cameras to be displayed and choosing a particular cameras for the hotspot and audio feed. A second, large format panel is connected to echo this display for general observation.

Program Code Comments

A local configuration file will enable each running instance to find the Master Control Server on the network and retrieve its settings. The Master Control Server database will store the grid configuration and room camera choices while the local file will store the window size and position. Configuration of the Grid View Console will include placement on monitor screen, grid arrangement, and a room name for each grid cell. When the Grid View Console is started, it will retrieve its configuration data based on a configuration *name* passed in on the command line. This configuration will position and size the on-screen display and connect each display tool in the grid directly to the desired camera. Further configuration changes in the form of presets can be made by operator's clients using messaging through the Control Server.

The Grid View Console uses a high-efficiency CODEC to permit multiple high frame rate connections without excessive CPU or GPU loading.

TOTAL VIDEO PRODUCTS INC.



414 Southgate Court Mickleton NJ 08056
(856)-423-7400 1-800-447-0920 Fax (856) 423-4747 www.totalvideoproducts.com

This will be a browser-based audio/video playback facility with the ability to search for the desired files and VCR style controls to allow convenient review of the selected content.

Use of a browser-based application here eliminates the need to install the Playback Application on a potentially large number of client machines.

Playback authorization will be constrained by the same tagging system described for the live viewing.

This is a simple testing and proofing tool that is capable of sending API messages into the server as if they came from the ECFMG control system. These messages can be sent in timed sequences somewhat like the actual functions of the controller based on a series of text files or direct entry of the message content.

This tool can also display messages sent out from the server that control the Media Servers and the displays.

There are certain design review pre-requisites for development that must be met by the customer in order for the above schedule to be maintained as outlined below.

Control System API

Technical discussions and review of the **Control API** must be completed within 20 days post award of the contract. Total Video Products / IP Video will propose the WCF-based API within 10 days post award and this will form the basis of the finalized API design.

Client Screen Layouts

Technical discussions and review of the **Client Screen Layouts** must be completed within 25 days post award of the contract. Total Video Products / IP Video will propose the WCF-based API within 15 days post award and this will form the basis of the finalized specification.

The training and configuration will be performed by Total Video Products and IP Video technicians on-site for a period of 4 days.



**ECFMG
Exam, Phone & Training Rooms
Audio-Visual Upgrade
Proposal**

Client Address

Street: 3624 Market Street

City: Philadelphia

State: PA

Zip Code: 19103

Contact: Joseph O'Connor

Phone:

Fax:

Proposal #: JM ECFMG Rec Bid 102411 REV-3 UNION

Date of Proposal: 01/04/12

Account Manager: John McDonald

Phone: 856-423-7400

email: jmcdonald@totalvideoproducts.com

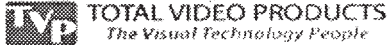
Phone : 856-423-7400

414 Southgate Court Mickleton, New Jersey 08056

Toll Free: 800-447-0920

www.TotalVideoProducts.com

Fax: 856-423-4747



ECFMG

Exam, Phone & Training Rooms
Audio-Visual Upgrade

3624 & 3700 Market Street

Page 1

| Item | Subsystem Header | Mfg | Model | Description | Qty | Unit Price | Ext Price |
|------|------------------|-----------|---------------|---------------------------------------------------------------|-----|--------------|----------------|
| 1 | Control Rm | Cisco | 2960S-48FPS-L | 48-Port Network Switch w/PoE & 750W PS | 4 | \$5,145.00 | \$20,580.00 |
| 2 | | Cisco | 2960S-STACK | Stacking Module w/link cable | 4 | \$1,030.00 | \$4,120.00 |
| 3 | | MAP | UPS-1000R-IP | 1000VA/750W UPS W/NIC | 2 | \$905.00 | \$1,810.00 |
| 4 | | MAP | UPS-2200R-IP | 2200VA/1650W UPS W/NIC | 2 | \$1,149.00 | \$2,298.00 |
| 5 | Trning Rms | Extron | 60-734-03 | DVI 201 Tx/Rx - DVI Twisted Pair Set | 4 | \$506.00 | \$2,024.00 |
| 6 | | Extron | 60-604-01 | RSB129 - 9.5"D Rack Kit | 2 | \$38.00 | \$76.00 |
| 7 | | Extron | 26-662-03 | DVID Ultra/3 - 3' Flexible DVI-D Cable | 6 | \$38.00 | \$228.00 |
| 8 | | Extron | 26-662-12 | DVID Ultra/12 - 12' Flexible DVI-D Cable | 6 | \$56.00 | \$336.00 |
| 9 | | | | | | | |
| 10 | IP Cameras | Panasonic | WV-SC385 | Hi-Res PTZ IP Camera (w/mount bracket) | 120 | \$1,260.00 | \$151,200.00 |
| 11 | | | | | | | |
| 12 | Audio | Niles | C5-A2 | Audio Extender | 60 | \$88.00 | \$5,280.00 |
| 13 | | MAP | U2 | 2 RU (3 1/2") RackShelf | 8 | \$50.00 | \$400.00 |
| 14 | | NEC | LCD2190UXP-BK | 21" Wide Screen Format Touch Screen | 4 | \$1,006.00 | \$4,024.00 |
| 15 | Cntrl/storage | IP Video | | IP Recording & Storage Pkg (inc. licensing) | 1 | \$287,500.00 | \$287,500.00 |
| 16 | | | | Including: | | | |
| 17 | | | | Custom Software Development | 1 | \$811,250.00 | \$811,250.00 |
| 18 | | | | Test and Debug (inc. on-site) | 1 | \$30,000.00 | \$30,000.00 |
| 19 | | | | Intel X5680 Six core CPU, 3.33Ghz X 6, 12MB Cache, HT+Turbo | 2 | | |
| 20 | | | | Quad Dual Xeon E5600 Series CPU Motherboard - 48GB Max | 2 | | |
| 21 | | | | Pre Configured Back Up Masters | 2 | \$31,250.00 | \$62,500.00 |
| 22 | | | | 12GB DDRIII 1333Mhz-4GB X 3-Certified ECC Registered | 2 | | |
| 23 | | | | 2 X 250GB SATAII 7200RPM 32MB Cache-Raid 1 Server Grade | 2 | | |
| 24 | | | | 6 X 600GB SATAIII-10KRPM-32MB Cache-Raid 5 or Raid 1 | 2 | | |
| 25 | | | | LSI 9260 8 internal Ch.SATAIII Raid Cntrl 1/5/10, 256MB Cache | 2 | | |
| 26 | | | | Dual Gigabit LAN ports | 2 | | |
| 27 | | | | Integrated Video | 2 | | |
| 28 | | | | 2U Rail Kit | 2 | | |
| 29 | | | | 2U Rack with 700 Watt Redundant Power Supply | 2 | | |
| 30 | | | | 4 X USB 2.0 | 2 | | |
| 31 | | | | 8 SATAII Hot Swap Bays | 2 | | |
| 32 | | | | 8 X Slim DVD/CD | 2 | | |
| 33 | | | | Keyboard/Mouse | 2 | | |
| 34 | | | | Integrated IPMI 2.0 with dedicated Lan | 2 | | |
| 35 | | | | Windows 2008 Server R2 Standard w/5 user Lic.64 bit | 2 | | |
| 36 | | | | Intel I/7-870 Quadcore CPU, 2.93Ghz X 4, 8MB Cache, HT+Turbo | 2 | | |
| 37 | | | | Intel Original Q57 motherboard - 16GB Max Memory | 2 | | |
| 38 | | | | 8GB DDRIII 1333Mhz - 2GB X 4 | 2 | | |
| 39 | | | | 2X250GB SATAII 7200RPM 32MB Cache-Raid 1 Server Grade | 2 | | |
| 40 | | | | Nvidia GTS 250 Video card-512MB(or equal) | 2 | | |
| 41 | | | | Integrated Intel Raid controller | 2 | | |
| 42 | | | | Gigabit Lan ports | 2 | | |
| 43 | | | | DVDRW Combo | 2 | | |
| 44 | | | | 2U Rail Kit | 2 | | |
| 45 | | | | 2U Rack w/500w Pwr Sup, inc.16X PCIE Riser | 2 | | |
| 46 | | | | 11. Win 7 Pro - 64 or 32 bit | 2 | | |
| 47 | | | | USB Keyboard/Mouse | | | |
| 48 | | | | Client License for Training Rooms | 8 | \$5,000.00 | \$40,000.00 |
| 49 | | | | | | | |
| 50 | | | | | | | |
| | | | | | | Page Total: | \$1,423,626.00 |



Equipment List
w/Pricing

ECFMG

Exam, Phone & Training Rooms
Audio-Visual Upgrade

3625 & 3700 Market Street (con't)
Page 2

| Item | Subsystem Header | Mfg | Model | Description | Qty | Unit Price | Ext Price |
|------|------------------|---------|--------------|----------------------------------------|-----|-------------|-------------|
| 51 | | Aiphone | AN8031MS | Wall-Mount Hands-Free Intercom | 31 | \$431.00 | \$13,361.00 |
| 52 | | Aiphone | AN8000EX | Network Exchange | 3 | \$4,313.00 | \$12,939.00 |
| 53 | | Aiphone | AN8000MS | Desktop Intercom Phone | 7 | \$623.00 | \$4,361.00 |
| 54 | | Cisco | 2960S-24PS-L | 24-Port Network Switch w/PoE & 380W PS | 1 | \$2,743.00 | \$2,743.00 |
| 55 | | | | | | | |
| 56 | | | | | | | |
| 57 | | | | | | | |
| 58 | | | | | | | |
| 59 | | | | | | | |
| 60 | | | | | | | |
| 61 | | | | | | | |
| 62 | | | | | | | |
| 63 | | | | | | | |
| 64 | | | | | | | |
| 65 | | | | | | | |
| 66 | | | | | | | |
| 67 | | | | | | | |
| 68 | | | | | | | |
| 69 | | | | | | | |
| 70 | | | | | | | |
| 71 | | | | | | | |
| 72 | | | | | | | |
| 73 | | | | | | | |
| 74 | | | | | | | |
| 75 | | | | | | | |
| 76 | | | | | | | |
| 77 | | | | | | | |
| 78 | | | | | | | |
| 79 | | | | | | | |
| 80 | | | | | | | |
| 81 | | | | | | | |
| 82 | | | | | | | |
| 83 | | | | | | | |
| 84 | | | | | | | |
| 85 | | | | | | | |
| 86 | | | | | | | |
| 87 | | | | | | | |
| 88 | | | | | | | |
| 89 | | | | | | | |
| 90 | | | | | | | |
| 91 | | | | | | | |
| 92 | | | | | | | |
| 93 | | | | | | | |
| 94 | | | | | | | |
| 95 | | | | | | | |
| 96 | | | | | | | |
| 97 | | | | | | | |
| 98 | | | | | | | |
| 99 | | | | | | | |
| 100 | | | | | | | |
| | | | | | | Page Total: | \$33,404.00 |



Proposal Summary

Client: ECFMG

Project: Exam, Phone & Training Rooms

System Type: Audio-Visual Upgrade

| | Original Proposal 12-7-11 | Revised Proposal 1-4-12 | Delta |
|-----------------------------------------------------------------|------------------------------|----------------------------|---------------------|
| Equipment Costs | | | |
| Major Equipment Items | \$1,350,506.00 | \$1,457,030.00 | \$106,524.00 |
| Miscellaneous Parts, Cables and Connectors: | \$12,533.00 | \$12,733.00 | \$200.00 |
| Equipment Subtotal: | \$1,363,039.00 | \$1,469,763.00 | \$106,724.00 |
| Non-Equipment Costs | | | |
| Engineering / Shop Drawings: | \$16,212.00 | \$16,212.00 | |
| Project Management: | \$28,750.00 | \$28,750.00 | |
| Programming: | \$14,400.00 | \$14,400.00 | |
| In House Labor: | \$3,000.00 | \$3,000.00 | |
| On-Site Labor: | \$69,480.00 | \$72,360.00 | \$2,880.00 |
| Close-Out, Test & Adjust: | \$11,200.00 | \$11,200.00 | |
| Travel Expense: | | | |
| Non-Equipment Subtotal: | \$143,042.00 | \$145,922.00 | \$2,880.00 |
| Freight, General & Administrative and Warranty Costs | | | |
| Freight: | \$3,641.00 | \$3,906.00 | \$265.00 |
| G&A: | \$8,868.00 | \$9,513.00 | \$645.00 |
| Warranty: | \$25,488.00 | \$27,342.00 | \$1,854.00 |
| Applicable Taxes | | | |
| Pa. State 6% + Phila. Local 2% Sales Tax | | | |
| Sales Tax on Equipment: | \$109,043.12 | \$117,581.04 | \$8,537.92 |
| Sales Tax on Labor: | \$14,483.12 | \$14,934.64 | \$451.52 |
| Sales Tax Subtotal: | \$123,526.24 | \$132,515.68 | \$8,989.44 |
| Bond Costs | | | |
| Performance & Payment Bond: | \$46,322.71 | \$49,693.78 | \$3,371.07 |
| Summary of Costs | | | |
| Equipment Costs: | \$1,363,039.00 | \$1,469,763.00 | \$106,724.00 |
| Non-Equipment Costs: | \$143,042.00 | \$145,922.00 | \$2,880.00 |
| Freight Costs: | \$3,641.00 | \$3,906.00 | \$265.00 |
| G&A Costs: | \$8,868.00 | \$9,513.00 | \$645.00 |
| Warranty Costs: | \$25,488.00 | \$27,342.00 | \$1,854.00 |
| Applicable Taxes: | \$123,526.24 | \$132,515.68 | \$8,989.44 |
| Bond Costs: | \$46,322.71 | \$49,693.78 | \$3,371.07 |
| Project Total before Tax: | \$1,590,400.71 | \$1,706,139.78 | \$115,739.07 |
| Project Total with Tax: | \$1,713,926.95 | \$1,838,655.46 | \$124,728.51 |

414 Southgate Court Mickleton, New Jersey 08056



Scope & Schedule

Project Name: Exam, Phone & Training Rooms

Client Name: ECFMG

System Type: Audio-Visual Upgrade

Project Type: Complete New System in Existing Facility

Scope and Pricing Based on the following:

Proposal #: JM ECFMG Rec Bid 102411 REV-3 UNION

Dated:

Labor: Non-Union

Sales Tax: Pa. State 6% + Phila. Local 2% Sales Tax

Work By TVP:

Provide Shop Drawings.
 Provide Control System Programming.
 Provide DSP Programming.
 Furnish Fixed/PTZ Camera/s.
 Install Fixed/PTZ Camera/s.
 Furnish low voltage cable.
 Install low voltage cable.
 Provide test and adjustment services.
 Local Area Network Connections
 AV Subnet Connections
 Provide 1-Yr System Installation Warranty
 Provide 3-Yr Software Maintenance Warranty

Work By Others:

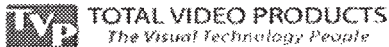
Provide all 110 volt & higher work.
 Painting and/or related finish work.

Proposed Schedule: Project Start Date: 12/15/11
 Proposed Duration: 180
 Proposed Completion Date: 06/15/12

| Task | Begin Task | End Task |
|-------------------------------------------|-------------------|----------------------------------------------|
| Begin Shop Drawings | 35 Days 01/19/12 | Submit Shop Drawings 70 Days 02/23/12 |
| Begin Work On-Site | 156 Days 05/19/12 | End Work On-Site 177 Days 06/09/12 |
| Begin Delivery of Equipment Racks to Site | 162 Days 05/25/12 | End Rack Deliveries 164 Days 05/27/12 |
| Begin Equipment Terminations | 170 Days 06/02/12 | End Equipment Terminations 172 Days 06/04/12 |
| Begin Test & Adjust | 173 Days 06/05/12 | End Test & Adjust 179 Days 06/11/12 |
| Begin Owner Training | 179 Days 06/11/12 | End Owner Training 181 Days 06/13/12 |
| Begin As-Built's / Owner's Manuals | 178 Days 06/10/12 | Submit As-Built's / O&M's 179 Days 06/11/12 |
| Project Complete | 181 Days 06/13/12 | Client Turn-Over 182 Days 06/14/12 |

Schedule Notes:

1. Proposed Schedule is preliminary and not binding.
2. Coordination and confirmation of schedule shall be required at time of award.
3. Proposed Schedule applied to both facilities

Customer: **ECFMG**Project: **Exam, Phone & Training Rooms**System Type: **Audio-Visual Upgrade****1. Payment**

All Invoices shall be paid by the customer within 30 days from the date of invoice.

2. Freight

Freight charges are included in Lump Sum Price

3. Taxes

Payment of all required taxes remains the responsibility of the Customer. Total Video Products is authorized and obligated to collect all applicable sales/use taxes, and shall do so unless the customer furnishes a valid tax exemption certificate.

The pricing stated within this proposal INCLUDES Sales Tax based on the following:

Pa. State 6% + Phila. Local 2% Sales Tax**4. Warranty**

Materials and Labor provided under the scope of this proposal shall be covered from defective manufacture, fabrication, and/or installation for a period of:

1 Year Extended

Factory warranties as published within the respective factory owner manuals shall be provided as stated therein.

Start Date: TVP Warranty shall begin on the date of customer acceptance or the first day of customer's beneficial use whichever occurs first.**Covered Items:** All Materials and Labor covered under the scope of this proposal.**Telephone Support:** During the warranty period, provided at no charge during normal business hours (8:00am - 5:00pm Monday - Friday)**On-Site Support:** During the warranty period, provided at no charge by the 2nd business day following TVP receipt of request for service.**Exclusions to Warranty Coverage:**

- a. Consumeable products including but not limited to projection lamps/bulbs, other lamps, printer cartridges, fuses or batteries.
- b. Tape heads.
- c. Equipment failures or faults resulting from mis-use, abusive use or vandalism.
- d. Equipment failures or damage due to flooding, lightning, power surges/failures, natural disaster, acts of god or terrorist acts.
- e. Problems resulting from operator failure or user error.
- f. Owner Furnished Equipment.
- g. Faults in equipment due to service provided by others.
- h. Unreasonable delays in access to the site to effect repairs or replacement.

Fees for Non-Warranted Items

All services provided for repair, telephone support, on-site support or system modifications not covered by the above stated conditions shall be billable and paid by the client based on the following hourly rate (four hour minimum call):

\$125.00**5. Return Policy**

Product returns are subject to a 20% restocking charge (except for in-warranty defective merchandise or merchandise shipped in error by Total Video Products.) Any return must have prior authorization, which can be obtained by faxing your requests to Customer Service at 856-423-4747. Shipping and handling charges are not refundable. All product returns must occur within 30 days from date of receipt and must be returned to Total Video freight pre-paid.

6. Validity

This proposal is valid through 60 days from the proposal date.

After this time, Total Video Products reserves the right to amend the proposed terms including price.

7. Proposal Acceptance and Order Placement

Please fax or mail a copy of this quotation together with a copy of your company purchase order or payment method to 856-423-4747 or by calling 800-447-0920 and asking for:

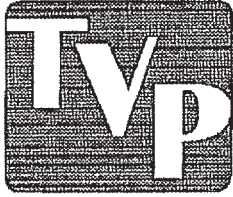
John McDonald**Phone: 856-423-7400****414 Southgate Court Mickleton, NJ 08056****Toll Free: 800-447-0920****www.TotalVideoProducts.com****Fax: 856-423-4747**

EXHIBIT B

Date 1/10/12

ORIGINAL

| |
|---------|
| Invoice |
|---------|

**Total Video Products, Inc.**

414 Southgate Court
Mickleton, NJ, 08056
Phone: (856) 423-7400
Fax: (856) 423-4747

www.TOTALVIDEOPRODUCTS.com

Sold
To:

Educational Comm. For Foreign Medical Graduates
Nancy Ambrose
3624 Market Street
Philadelphia, PA 19104

Ship
To:

Educational Comm. For Foreign Medical Graduate
PO# 06501
3624 Market Street
Philadelphia, PA 19104

| Number | Page |
|--------------|------|
| 108757 | 1 |
| Date | |
| Nov 27, 2012 | |

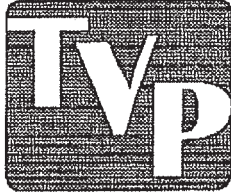
| Order No. | Order Date | Customer No. | Salesperson | PO Number | Ship Via | Terms |
|-----------|--------------|--------------|-------------|-----------|-----------|--------|
| 63502 | Jan 11, 2012 | T9591 | JM | 06501 | OUR TRUCK | NET 30 |

| Ln. | Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description | Unit Price | UOM | Extended Price |
|-----|--------------|--------------|-------------|--------------|--------------------------------|------------|-----|----------------|
| 1 | | | | MC0002 | Performance Bond | | | 49,693.78 |
| 2 | | | | MC0002 | A/V Equipment | | | 1,385,906.00 |
| 3 | | | | CCH | Cable Connetors Hdw | | | 12,733.00 |
| 4 | | | | CONSUL | Engineering | | | 16,212.00 |
| 5 | | | | PROJ | Project Management | | | 28,750.00 |
| 6 | | | | MC0007 | Programming | | | 14,400.00 |
| 7 | | | | INHOUS | Installation | | | 3,000.00 |
| 8 | | | | MC0005 | Installation | | | 72,360.00 |
| 9 | | | | CLOSE | Close Out Test & Adjust | | | 11,200.00 |
| 10 | | | | SHIP01 | Shipping & Handling | | | 3,906.00 |
| 11 | | | | GA | G & A Fees | | | 9,513.00 |
| 12 | | | | MC0006 | Maintenance Agreement | | | 27,342.00 |
| | | | | | Warranty/Maintenance Agreement | | | |
| | | | | | PSD 010612 | | | |
| | | | | | Start Date 7/2/2012 | | | |
| 13 | 2 | 2 | 0 | NILE-C5A2 | Niles CAT-5 Stereo Audio Balun | 0.00 | ea | 0.00 |
| | | | | | CHG 2/15/12 | | | |
| 14 | 2 | 2 | 0 | PANA-WVSC385 | Panasonic Network Camera | 0.00 | ea | 0.00 |
| | | | | | KLV13918 | | | |
| | | | | | LBV17746 | | | |
| 15 | 6 | 6 | 0 | PANA-WVSC385 | Panasonic Network Camera | 0.00 | ea | 0.00 |
| | | | | | D/S | | | |
| 16 | 1 | 1 | 0 | PROC-BKDSHFB | Proconnect Balun | 0.00 | ea | 0.00 |
| | | | | | added 3/7/12 | | | |
| 17 | | | | MC0002 | ADD ON 4/10/12 | | | 0.00 |
| 18 | 6 | 6 | 0 | PANA-WVSC385 | Panasonic Network Camera | 0.00 | ea | 0.00 |
| | | | | | LBV17789 | | | |
| | | | | | LAV18123 | | | |
| | | | | | LCV12174 | | | |
| | | | | | LAV18148 | | | |
| | | | | | LCV12179 | | | |

Invoice continued on next page ...

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE INVOICES.

| |
|----------------|
| Invoice |
|----------------|

**Total Video Products, Inc.**

414 Southgate Court
 Mickleton, NJ, 08056
 Phone: (856) 423-7400
 Fax: (856) 423-4747

www.TOTALVIDEOPRODUCTS.com

Sold To:

Educational Comm. For Foreign Medical Graduates
 Nancy Ambrose
 3624 Market Street
 Philadelphia, PA 19104

Ship To:

Educational Comm. For Foreign Medical Graduate
 PO# 06501
 3624 Market Street
 Philadelphia, PA 19104

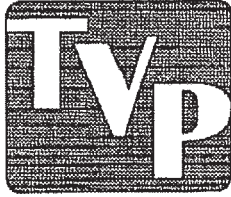
| Number | Page |
|--------------|------|
| 108757 | 2 |
| Date | |
| Nov 27, 2012 | |

| Order No. | Order Date | Customer No. | Salesperson | PO Number | Ship Via | Terms |
|-----------|--------------|--------------|-------------|-----------|-----------|--------|
| 63502 | Jan 11, 2012 | T9591 | JM | 06501 | OUR TRUCK | NET 30 |

| Ln. | Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description | Unit Price | UOM | Extended Price |
|------------------------------------|-----------|-----------|----------|--------------|---------------------------|------------|-----|----------------|
| 19 | | | | MC0002 | LAV18160 ADDED 4/11/12 | | | 0.00 |
| 20 | 24 | 24 | 0 | PANA-WVSC385 | Panasonic Network Camera | 0.00 | ea | 0.00 |
| | | | | | LBL17814 | | | |
| | | | | | LAV18112 | | | |
| | | | | | LAV18159 | | | |
| | | | | | LAV09273 | | | |
| | | | | | LAV09244 | | | |
| | | | | | LAV18113 | | | |
| | | | | | LAV18105 | | | |
| | | | | | LBV17758 | | | |
| | | | | | LAV18109 | | | |
| | | | | | LAV18149 | | | |
| | | | | | LBV17777 | | | |
| | | | | | LBV17763 | | | |
| | | | | | LBV17739 | | | |
| | | | | | LBV17819 | | | |
| | | | | | LBV17775 | | | |
| | | | | | LBV17793 | | | |
| | | | | | LBV17810 | | | |
| | | | | | LBV17755 | | | |
| | | | | | LAV09293 | | | |
| | | | | | LAV09240 | | | |
| | | | | | LAV18182 | | | |
| | | | | | LAV18122 | | | |
| | | | | | LAV09247 | | | |
| 21 | | | | MC0002 | ADDED 4/12/12 | | | 0.00 |
| 22 | 15 | 15 | 0 | PROC-BKDSHFB | Proconnect Balun | 0.00 | ea | 0.00 |
| | | | | | F104907115 | | | |
| | | | | | F104907123 | | | |
| | | | | | F104907114 | | | |
| | | | | | F104907120 | | | |
| | | | | | F104907112 | | | |
| Invoice continued on next page ... | | | | | | | | |

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE INVOICES.

| |
|----------------|
| Invoice |
|----------------|

**Total Video Products. Inc.**

414 Southgate Court
 Mickleton, NJ, 08056
 Phone: (856) 423-7400
 Fax: (856) 423-4747

www.TOTALVIDEOPRODUCTS.com

Sold
 To:

Educational Comm. For Foreign Medical Graduates
 Nancy Ambrose
 3624 Market Street
 Philadelphia, PA 19104

Ship
 To:

Educational Comm. For Foreign Medical Graduate
 PO# 06501
 3624 Market Street
 Philadelphia, PA 19104

| Number | Page |
|--------------|------|
| 108757 | 4 |
| Date | |
| Nov 27, 2012 | |

| Order No. | Order Date | Customer No. | Salesperson | PO Number | Ship Via | Terms |
|-----------|--------------|--------------|-------------|-----------|-----------|--------|
| 63502 | Jan 11, 2012 | T9591 | JM | 06501 | OUR TRUCK | NET 30 |

| Ln. | Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description | Unit Price | UOM | Extended Price |
|------------------------------------|--------------|--------------|-------------|-------------|-------------|------------|-----|----------------|
| | | | | LAV18114 | | | | |
| | | | | LBV16439 | | | | |
| | | | | LBV16402 | | | | |
| | | | | LBV16490 | | | | |
| | | | | LAV18207 | | | | |
| | | | | LBV16488 | | | | |
| | | | | LBV16435 | | | | |
| | | | | LBV16406 | | | | |
| | | | | LBV16464 | | | | |
| | | | | LBV16475 | | | | |
| | | | | LAV18178 | | | | |
| | | | | LAV09318 | | | | |
| | | | | LBV16451 | | | | |
| | | | | LBV16481 | | | | |
| | | | | LAV18201 | | | | |
| | | | | LAV09281 | | | | |
| | | | | LAV09296 | | | | |
| | | | | LBV16459 | | | | |
| | | | | LAV18282 | | | | |
| | | | | LAV09254 | | | | |
| | | | | LBV16433 | | | | |
| | | | | LAV18358 | | | | |
| | | | | LAV09303 | | | | |
| | | | | LBV16401 | | | | |
| | | | | LAV18128 | | | | |
| | | | | LAV18289 | | | | |
| | | | | LBV16436 | | | | |
| | | | | LBV16412 | | | | |
| | | | | LBV16424 | | | | |
| | | | | LBV16474 | | | | |
| | | | | LBV16454 | | | | |
| | | | | LBV16407 | | | | |
| | | | | LAV18096 | | | | |
| | | | | LBV16449 | | | | |
| Invoice continued on next page ... | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE INVOICES.

| |
|---------|
| Invoice |
|---------|

**Total Video Products. Inc.**

414 Southgate Court
 Mickleton, NJ, 08056
 Phone: (856) 423-7400
 Fax: (856) 423-4747

www.TOTALVIDEOPRODUCTS.com

Sold
 To:

Educational Comm. For Foreign Medical Graduates
 Nancy Ambrose
 3624 Market Street
 Philadelphia, PA 19104

Ship
 To:

Educational Comm. For Foreign Medical Graduate
 PO# 06501
 3624 Market Street
 Philadelphia, PA 19104

| Number | Page |
|--------------|------|
| 108757 | 5 |
| Date | |
| Nov 27, 2012 | |

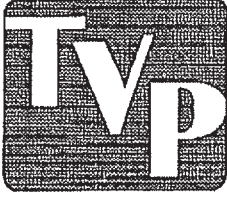
| Order No. | Order Date | Customer No. | Salesperson | PO Number | Ship Via | Terms |
|-----------|--------------|--------------|-------------|-----------|-----------|--------|
| 63502 | Jan 11, 2012 | T9591 | JM | 06501 | OUR TRUCK | NET 30 |

| Ln. | Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description | Unit Price | UOM | Extended Price |
|-----|--------------|--------------|-------------|-----------------|--------------------|------------|-----|----------------|
| | | | | LBV16453 | | | | |
| | | | | LBV16486 | | | | |
| | | | | LAV09279 | | | | |
| | | | | LBV16432 | | | | |
| | | | | LBV16440 | | | | |
| | | | | LBV16419 | | | | |
| | | | | LBV16452 | | | | |
| | | | | LBV16404 | | | | |
| | | | | LBV16484 | | | | |
| | | | | LAV18166 | | | | |
| | | | | LBV16445 | | | | |
| | | | | LBV16434 | | | | |
| | | | | LBV16471 | | | | |
| | | | | LBV16485 | | | | |
| | | | | LBV16477 | | | | |
| | | | | LBV16417 | | | | |
| | | | | LBV16423 | | | | |
| | | | | LBV16494 | | | | |
| | | | | LBV16416 | | | | |
| | | | | LAV18242 | | | | |
| | | | | LBV16427 | | | | |
| | | | | LBV16465 | | | | |
| | | | | LBV16444 | | | | |
| | | | | LBV16469 | | | | |
| | | | | LBV16478 | | | | |
| | | | | LAV09242 | | | | |
| | | | | LAV18129 | | | | |
| | | | | LAV18162 | | | | |
| | | | | LAV18235 | | | | |
| | | | | LAV18139 | | | | |
| | | | | LAV18110 | | | | |
| 29 | | | | MC0002 | ADDED 5/7/12 | | | 0.00 |
| 30 | 4 | 4 | 0 | ASUS-ET2210IUTS | ASUS All-in-One PC | 0.00 | ea | 0.00 |
| | | | | | B9PECJ016762 | | | |

Invoice continued on next page ...

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE INVOICES.

| |
|----------------|
| Invoice |
|----------------|

**Total Video Products, Inc.**

414 Southgate Court
Mickleton, NJ, 08056
Phone: (856) 423-7400
Fax: (856) 423-4747

www.TOTALVIDEOPRODUCTS.com

Sold
To:

Educational Comm. For Foreign Medical Graduates
Nancy Ambrose
3624 Market Street
Philadelphia, PA 19104

Ship
To:

Educational Comm. For Foreign Medical Graduate
PO# 06501
3624 Market Street
Philadelphia, PA 19104

| Number | Page |
|--------------|------|
| 108757 | 6 |
| Date | |
| Nov 27, 2012 | |

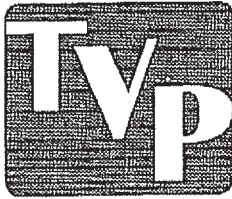
| Order No. | Order Date | Customer No. | Salesperson | PO Number | Ship Via | Terms |
|-----------|--------------|--------------|-------------|-----------|-----------|--------|
| 63502 | Jan 11, 2012 | T9591 | JM | 06501 | OUR TRUCK | NET 30 |

| Ln. | Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description | Unit Price | UOM | Extended Price |
|-----|--------------|--------------|-------------|-------------------|-----------------------------------|------------|-----|----------------|
| | | | | | B9PECJ016839 | | | |
| | | | | | B9PECJ016768 | | | |
| | | | | | B9PECJ016817 | | | |
| 31 | | | | MC0002 | ADD ON 5/15/12 | | | 0.00 |
| 32 | 68 | 68 | 0 | PANA-PRCM1 | Panasonic Ceiling Mount | 0.00 | ea | 0.00 |
| 33 | | | | MC0002 | ADD ON 5/16/12 | | | 0.00 |
| 34 | 2 | 2 | 0 | BELK-F1DC108H | Belkin Monitor w/KVM Switch | 0.00 | ea | 0.00 |
| | | | | | 141207003376- B-3624 | | | |
| | | | | | 131207003200-B-3700 | | | |
| 35 | 10 | 10 | 0 | BELK-F1D940112 | Belkin Cable | 0.00 | ea | 0.00 |
| 36 | 2 | 2 | 0 | TRIP-SU3000RTXL3U | Tripp-Lite SU3000RTXL3UHV | 0.00 | ea | 0.00 |
| | | | | | 214ILLCP5578600166 | | | |
| 37 | 2 | 2 | 0 | TRIP-BP72V152U | Tripp-Lite BP72V152U | 0.00 | ea | 0.00 |
| | | | | | 2144HY08P606500074 | | | |
| 38 | 2 | 2 | 0 | TRIP-PDUMV20HV | Tripp-Lite PDUMV20HV | 0.00 | ea | 0.00 |
| 39 | 40 | 40 | 0 | TRIP-P005006 | Tripp Lite Power Cord | 0.00 | ea | 0.00 |
| 40 | 4 | 4 | 0 | PANA-WVSC385 | Panasonic Network Camera | 0.00 | ea | 0.00 |
| 41 | 8 | 8 | 0 | EXTR-6080601 | HDMI 201 Tx/Rx | 0.00 | ea | 0.00 |
| | | | | | quantity chg 7/16/12 | | | |
| | | | | | A0KXHP1 | | | |
| | | | | | A0KXHRM | | | |
| | | | | | A0KXHRT | | | |
| | | | | | A0KXHQ5 | | | |
| | | | | | A0KXHND | | | |
| | | | | | A0KXHVW | | | |
| | | | | | A0KXHGX | | | |
| | | | | | A0KENF7 | | | |
| | | | | | A0KXHNH | | | |
| | | | | | A0KXHNA | | | |
| 42 | 6 | 6 | 0 | EXTR-6060402 | Extron RSB 129 | 0.00 | ea | 0.00 |
| 43 | 10 | 10 | 0 | EXTR-2656601 | Extron 3' VGA w/Audio Micro Cable | 0.00 | ea | 0.00 |
| | | | | | M-M | | | |

Invoice continued on next page ...

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE INVOICES.

| |
|---------|
| Invoice |
|---------|

**Total Video Products. Inc.**

414 Southgate Court
 Mickleton, NJ, 08056
 Phone: (856) 423-7400
 Fax: (856) 423-4747

www.TOTALVIDEOPRODUCTS.com

| Number | Page |
|--------------|------|
| 108757 | 7 |
| Date | |
| Nov 27, 2012 | |

Sold
To:

Educational Comm. For Foreign Medical Graduates
 Nancy Ambrose
 3624 Market Street
 Philadelphia, PA 19104

Ship
To:

Educational Comm. For Foreign Medical Graduate
 PO# 06501
 3624 Market Street
 Philadelphia, PA 19104

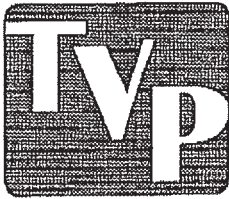
| Order No. | Order Date | Customer No. | Salesperson | PO Number | Ship Via | Terms |
|-----------|--------------|--------------|-------------|-----------|-----------|--------|
| 63502 | Jan 11, 2012 | T9591 | JM | 06501 | OUR TRUCK | NET 30 |

| Ln. | Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description | Unit Price | UOM | Extended Price |
|-----|--------------|--------------|-------------|----------------|---------------------------------------------------------|------------|-----|----------------|
| 44 | 10 | 10 | 0 | EXTR-2656603 | Extron VGA with Audio Micro Cable, M-M, 12' (3.66 m) | 0.00 | ea | 0.00 |
| 45 | 45 | 45 | 0 | PROC-BKDSHFB | Proconnect Balun | 0.00 | ea | 0.00 |
| 46 | 4 | 4 | 0 | MIDD-U2 | Middle Atlantic Rk Shelf | 0.00 | ea | 0.00 |
| | | | | | quantity chg 7/16/12 | | | |
| 47 | 6 | 6 | 0 | MIDD-PHBL2 | Middle Atlantic Blank | 0.00 | ea | 0.00 |
| 48 | 7 | 7 | 0 | AIPH-ISMV | Aiphone Master Station | 0.00 | ea | 0.00 |
| 49 | 1 | 1 | 0 | AIPH-ISCCU | Aiphone Control Unit | 0.00 | ea | 0.00 |
| 50 | 1 | 1 | 0 | AIPH-ISSCU | Aiphone Add-on Control Unit | 0.00 | ea | 0.00 |
| 51 | 1 | 1 | 0 | AIPH-ISRCU | Aiphone Room Sta. Control Unit | 0.00 | ea | 0.00 |
| 52 | 31 | 31 | 0 | AIPH-ISSS | Aiphone Audio Room Sta. Fl. Mt. | 0.00 | ea | 0.00 |
| 53 | 3 | 3 | 0 | AIPH-ISPUUL | Aiphone Power Supply | 0.00 | ea | 0.00 |
| 54 | 2 | 2 | 0 | RAXX-NG1F4433 | Raxxess Rack | 0.00 | ea | 0.00 |
| 55 | 120 | 120 | 0 | TEN-MP10 | 3.5 Mini Male to RCA Male Cable 10ft | 0.00 | ea | 0.00 |
| 56 | 6 | 6 | 0 | RDL-RMMP12A | RDL Audio Monitor Panel | 0.00 | ea | 0.00 |
| 57 | | | | MC0002 | ADDED 5/17/12 | | | 0.00 |
| 58 | | | | MC0002 | ADD 6/1/12 | | | 0.00 |
| 59 | 2 | 2 | 0 | BELK-F1DC108H | Belkin Monitor w/KVM Switch | 0.00 | ea | 0.00 |
| | | | | | 10722868817794 | | | |
| 60 | 8 | 8 | 0 | BELK-F1D940112 | Belkin Cable | 0.00 | ea | 0.00 |
| 61 | | | | MC0002 | RELEASE 6/6/12 | | | 0.00 |
| 62 | 4 | 4 | 0 | MICR-7KC00040 | Microsoft Windows 7 Upgrade | 0.00 | ea | 0.00 |
| 63 | | | | MC0002 | ADD ON 6/11/12 | | | 0.00 |
| 64 | 1 | 1 | 0 | RDL-PS24V2A | RDL PS24V2A Power Supply | 0.00 | ea | 0.00 |
| 65 | 4 | 4 | 0 | RDL-PS24AS | Radio Design Power Supply PS24AS | 0.00 | ea | 0.00 |
| 66 | | | | SHIP01 | Shipping & Handling-RED | | | 0.00 |
| 67 | 2 | 2 | 0 | MIDD-VTF2 | VT-F2 Fine Vented Rack Panel | 0.00 | ea | 0.00 |
| | | | | | ADD-ON-RT- 6/15/12 | | | |
| 68 | 5 | 5 | 0 | MIDD-EB3 | EB-3 Blank Panel | 0.00 | ea | 0.00 |

Invoice continued on next page ...

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE INVOICES.

| |
|---------|
| Invoice |
|---------|

**Total Video Products, Inc.**

414 Southgate Court
 Mickleton, NJ, 08056
 Phone: (856) 423-7400
 Fax: (856) 423-4747

www.TOTALVIDEOPRODUCTS.com

| Number | Page |
|--------------|------|
| 108757 | 8 |
| Date | |
| Nov 27, 2012 | |

Sold
To:

Educational Comm. For Foreign Medical Graduates
 Nancy Ambrose
 3624 Market Street
 Philadelphia, PA 19104

Ship
To:

Educational Comm. For Foreign Medical Graduate
 PO# 06501
 3624 Market Street
 Philadelphia, PA 19104

| Order No. | Order Date | Customer No. | Salesperson | PO Number | Ship Via | Terms |
|-----------|--------------|--------------|-------------|-----------|-----------|--------|
| 63502 | Jan 11, 2012 | T9591 | JM | 06501 | OUR TRUCK | NET 30 |

| Ln. | Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description | Unit Price | UOM | Extended Price |
|-----|--------------|--------------|-------------|-----------------|-------------------------------------------------------|------------|-----|----------------|
| 69 | 5 | 5 | 0 | MIDD-EB2 | ADD-ON-RT-6/15/12 EB-2 Blank Panel | 0.00 | ea | 0.00 |
| 70 | 8 | 8 | 0 | MIDD-EB1 | ADD-ON-RT-6/15/12 Middle Atlantic EB-1 Blank Panel | 0.00 | ea | 0.00 |
| 71 | | | | MC0002 | ADD-ON-RT-6/15/12 ADD ON 6/18/12 | | | 0.00 |
| 72 | 2 | 2 | 0 | AIPH-ISRS | Aiphone Audio Rm Sta. Handset | 0.00 | ea | 0.00 |
| 73 | | | | MC0002 | CO #12 7/16/12 | | | 0.00 |
| 74 | 1 | 1 | 0 | AIPH-AN8000MS | Aiphone Multi Function Master | 0.00 | ea | 0.00 |
| 75 | | | | MC0005 | Installation & CCH | | | 0.00 |
| 76 | | | | MC0002 | CO # 10 7/16/12 | | | 0.00 |
| 77 | 6 | 6 | 0 | PANA-WVSC385 | Panasonic Network Camera | 0.00 | ea | 0.00 |
| 78 | | | | MC0002 | CO# 11 7/16/12 | | | 0.00 |
| 79 | 2 | 2 | 0 | ASUS-ET2210IUTS | ASUS All-in-One PC | 0.00 | ea | 0.00 |
| 80 | 2 | 2 | 0 | MICR-7KC00040 | Microsoft Windows 7 Upgrade | 0.00 | ea | 0.00 |
| 81 | | | | MC0005 | Installation & CCH | | | 0.00 |
| 82 | | | | MC0002 | CO #9 7/16/12 | | | 0.00 |
| 83 | 2 | 2 | 0 | ASUS-ET2210IUTS | ASUS All-in-One PC | 0.00 | ea | 0.00 |
| 84 | 2 | 2 | 0 | MICR-7KC00040 | Microsoft Windows 7 Upgrade | 0.00 | ea | 0.00 |
| 85 | | | | MC0002 | ADD ON 8/20/12 | | | 0.00 |
| 86 | 2 | 2 | 0 | AIPH-ISSS | Aiphone Audio Room Sta. Fl. Mt. | 0.00 | ea | 0.00 |
| 87 | | | | MC0002 | CO #12 8/28/12 | | | 0.00 |
| 88 | | | | MC0002 | Addtl Programming | | | 0.00 |

Additional Information:

Installation.....
 \$551,595.00 deposit paid

Tax summary:

PHILA 32,700.32
 PA 98,100.95

Subtotal
 Total sales tax

Total amount
 Less payment

Amount due

1,635,015.78
 130,801.27

1,765,817.05
 0.00

1,765,817.05

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE INVOICES.